

MORTGAGE DEED

THE STATE OF ALABAMA,
Shelby County.

This Deed of Mortgage, made and entered into on this, the 10th day of September, 1982
between Roderick S. MacPherson and wife, Lucille I. MacPherson

the party of the first part, and First National Bank of Columbiana, Columbiana, Ala., party of the second part,

WITNESSETH, that the party of the first part being indebted to the party of the second part in the sum of \$15,000.00
Fifteen-thousand and no/100----- DOLLARS,
together with interest from date as set out in said note
due by one promissory note(s) of this date in the principal amount of \$15,000.00
together with interest from date as set out in said note and due November 8, 1982,

and being desirous of securing the payment of the same, and any other indebtedness to the owner or holder hereof, whether
heretofore or hereafter incurred, and whether or not of the same general kind of indebtedness as that secured by this mort-
gage, and whether the makers of this mortgage owe said other indebtedness as makers, endorsers or otherwise, in considera-

tion thereof, ha ve granted, bargained, sold, and conveyed and by these presents do they grant, bargain, sell and
convey to the said party of the second part the property hereinafter described—that is to say, situated in the County of
Shelby, in the State of Alabama, and more particularly known as

Begin at the Northwest corner of the Southwest Quarter of Northwest Quarter of
Section 22, Township 22 South, Range 3 West; thence East along the North boundary
180.21 feet; thence right 88 deg. 46 min. 50 sec. in a Southerly direction 134.47
feet to South line of Davila Drive; thence left 94 deg. 32 min. in a Northeasterly
direction along said South line and a projection thereof 200.56 feet to the point
of beginning, said point being an iron pin at the Northeast corner of Shephard
Property; thence continue along same course 71.00 feet to an iron pin; thence
right 50 deg. 35 min. in a Southeasterly direction 380 feet to an iron pin; thence
right 8 deg. 20 min. in a Southeasterly direction 104 feet, more or less, to an
iron pin on the Northwest side of a creek; thence Southeasterly 53.50 feet to an
iron pin on the Southwest side of said creek; thence Southeasterly 155.50 feet to
the Northwest abutment corner of a culvert on the North right of way of Overland
Road; thence Northwesterly and Westerly along said North right-of-way 406.86 feet,
more or less, to an iron pin at the Southeast corner of said Shephard Property;
thence Northerly along the East boundary of said Shephard Property 442.31 feet
to the point of beginning. Situated in Shelby County, Alabama.

TO HAVE AND TO HOLD to the said party of the second part, its successors and assigns, forever. But this Deed is intended to operate as a Mortgage and is subject to the following condition -- that is to say, if the party of the first part shall pay and satisfy the debt above described and any other indebtedness to the owner or holder hereof as described on page 1 of this mortgage at the time or before the same falls due, then this conveyance shall be null and of no effect; but on default of the payment of any installment of the indebtedness or the interest thereon secured hereby, all of the indebtedness shall become due and payable, then the said party of the second part, its successors, or assigns, may take the above-described property into possession, and having or not having the same in possession, may sell the same to the highest bidder, at public auction at Columbiana, Alabama, for cash, having advertised such sale in some newspaper published in said County by three weekly insertions, or by posting at three public places in said County for not less than twenty days at the option of the mortgagee, and execute titles to the purchaser at said sale, and shall apply the proceeds to the payment of the expenses incident to said sale, including all costs of collection, taking possession of and caring for said property, and all attorney's fees, and the payment in full of the said demand hereby secured, including any other indebtedness as described on page 1 hereof, and pay over the remainder, if any, to the said party of the first part. And it is further agreed that the mortgagee may buy the above described property at said sale, and the auctioneer crying the same may execute titles to the purchaser. It is further agreed that the party of the first part shall insure the buildings on said property in some good and responsible fire insurance company for a sum equal to the indebtedness hereby secured, with loss, if any, payable to the party of the second part as their interest may appear. And said party of the first part agrees to regularly assess said property, and pay all taxes on the same which may become due on said property during the pendency of this mortgage.

It is further agreed that if the said party of the first part shall fail to assess said property and pay taxes on same, or to insure said buildings, then the said party of the second part may pay the same and take out said insurance, and this conveyance shall stand at security for the same.

We further certify that the above property has no prior lien or encumbrance thereon.

Witness OUR hand S and Seal S, the day and year above written.

Signed, Sealed, and Delivered in the Presence of
I acknowledge receipt of a copy of
this instrument

CAUTION--IT IS IMPORTANT THAT YOU THOROUGHLY READ THE
CONTRACT BEFORE YOU SIGN IT.

Roderick S. MacPherson
Lucille I. MacPherson

Roderick S. MacPherson
Lucille I. MacPherson (L. S.)

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

1982 SEP 14 AM 8:21

mtg. 22.50

Rec. 3.00

Ind. 1.00

Thomas A. Snowden, Jr.
JUDGE OF PROBATE

26.50

THE STATE OF ALABAMA
Shelby County.

I, the undersigned, a Notary Public in and for said County
hereby certify that Roderick S. MacPherson and wife, Lucille I. MacPherson

whose name S are signed to the foregoing conveyance, and who are known to me, acknowledged before
me on this day that, being informed of the contents of this conveyance, they executed the same voluntarily on
the day the same bears date.

Given under my hand, this 10th day of September 1982.

Kay Pate

My Commission Expires January 30, 1985

MORTGAGE

TO

THE STATE OF ALABAMA,
Shelby County

I, Judge of Probate for said County, hereby certifies
that the within Mortgage was filed in my office for
record at o'clock M., on the 10th day of September, 1982

and duly recorded on the 10th day of September, 1982

in Mortgage Record, Vol. , on pages

No. , Judge of Probate

Recording

Certificate

THE STATE OF ALABAMA,

Shelby County

I, Judge of Probate for said County, hereby certifies
that the following privilege tax has been paid on the
within instrument as required by Acts 1902 and 1908

— viz: \$ cents Judge of Probate